## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

TO LEASE NO: GS-11B-01853

NO. 1

SEP 02 2

DATE

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES National Center for Weather and Climate Prediction Building

Haiig Court

Riverdale, MD 20737

THIS AGREEMENT, made and entered into this date by and between Maryland Enterprise, L.L.C., a Delaware limited liability company

whose address is:

c/o Opus East L.L.C. 2099 Gaither Road, Suite 100 Rockville, MD 20850

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned, covenant and agree that the said Lease is amended, effective , as follows:

Paragraph 6G of the Standard Form 2 is deleted in its entirety and replaced with the following:

6G. Pursuant to SFO Paragraph 3.5 "Operating Costs Base", the Operating Cost Base for the first year of the lease shall be (b) (4) This Operating Cost Base includes (b) (4) For the CC&R Expenses as defined in 6R below.

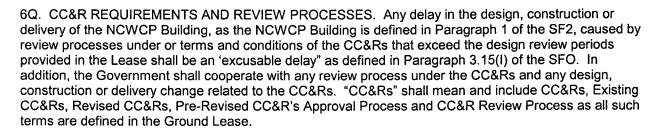
The following paragraphs are hereby added to the Standard Form 2 of the Lease:

- 6O. RENT LOCKBOX. At Lessor's direction, the Government shall pay the rent due Lessor under Paragraph 3 of the SF2 by deposit directly into a lockbox established in the Lessor's name with the lender holding a first mortgage lien upon Lessor's ground leasehold estate as such ground leasehold estate is described in the Ground Lease (or, if there is no such lender, then into a lockbox established by an Institutional Investor, as defined in the Ground Lease, designated by Lessor and satisfactory to the Government).
- 6P. ENVIRONMENTAL PROVISIONS. Sections 6(e), (f) and (g) of the Ground Lease are hereby incorporated by reference and the Government shall comply with all provisions that Lessor is required or permitted to cause "Subtenants" to comply with pursuant to the terms of such sections and the Government shall have all liability, as allowable under law, allocated to "Subtenants" under such provisions.

Continued on following page.	
IN WITNESS WHEREOF, the parties subscribed there names as of the above date.	
LESSOR, Maryland Interprise, L.L.C., a Delaware limited lia	ability company
BY	PRESIDENT
IN PRESENCE OF (b) (6)	(Title)
	2099 GAITHER ROAD, ROCKUILLE, MD (Address) ST. 100
UNITED STATES OF AMERICA. GENERAL SERVICES ADMINISTRATION .	
(b) (6) BY	Contracting Officer
GSATO(IIII <b>Z/O</b> GSA/PBS/CB/CPMC/LA (REV 11/93)	SEP 0 2 2005

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## 6R. CC&R EXPENSES.

A. "CC&R Expenses" shall mean all costs arising from the CC&Rs, including, without limitation, hiker-biker path fees, regular and special assessments under the CC&Rs, costs arising from use restrictions and other restrictions under the CC&Rs as well as rules and regulations promulgated under such CC&Rs, association fees and shuttle fees. "Base CC&R Expenses" shall mean (b) (4) . "CC&Rs" shall mean and include CC&R, Existing CC&R, Revised CC&R, Pre-Revised CC&R's Approval Process, CC&R Review Process as all such terms are defined in the Ground

B. Adjustment of the CC&R Expenses shall occur in the same method as the Operating Expenses as defined in SFO Paragraph 3.4. Adjustments to the CC&R Expenses shall reflect actual charges of the CC&R Expenses to the Lessor. Such adjustment shall be made (i) at the end of the first lease year, notwithstanding any provision to the contrary contained in the Lease with respect to Operating Cost Adjustments, and every lease year thereafter and (ii) regardless of whether aggregate Operating Expenses, including CC&R Expenses, exceed the Operating Cost Base. A calculation of CC&R Expenses shall be included in Landlord's Operating Cost Statement."

C. The CC&R Expenses definition shall replace the "Association Fee & Shuttle Fee" description currently contained in line item G-25 of Form 1217. The Base CC&R Expenses shall be total contained in line items G-25(a) and (b) of Form 1217. included in the (b) (4) Notwithstanding anything in the Lease to the contrary, CC&R Expenses is included in Operating Costs as defined in Paragraph 3.4 of the SFO and Paragraph 6G above.

In the event of a conflict between the terms of this Supplemental Lease Agreement and other terms of the Lease, the terms of this Supplemental Lease Agreement shall control. All other terms and conditions of the Lease shall remain in force and in effect.